

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, STATE CAPITOL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **TO6006**Due Date: **02/15/06 5:00 pm**

Date Sent: February 2, 2006

Agency ContractGoods and services to be purchased: **Janitorial Services for Buildings in South Salt Lake County Region****Must complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, terms and conditions and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: TO6006

Due Date: 02/15/06

Vendor Name:

DESCRIPTION:

Contract to provide Janitorial Service in Salt Lake South County Region. See attached specifications for additional information.

REQUIREMENTS:

This is a Request for Proposal, therefore, you may either hand deliver or mail in your response. Proposal responses that are faxed in will NOT be considered.

A suggested pre-proposal meeting is scheduled for 9:00 am February 8, 2006 at the Calvin Rampton Building located at 4501 South 2700 West, West Valley City, Utah.

QUESTIONS:

Questions regarding the specifications should be directed to Kathy Baker at 801-538-3286 or Linda Crawford at 801-538-3295.

Proposal process questions, not related to the specifications, should be directed to Terri O'Toole at (801)538-3147.

This proposal will result in an agency contract for a period of 5 years with no renewal options.

Reference RX#: 100 64M80000013

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

13. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 5 Jul 2005 - RFP Instructions)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

**REQUEST FOR PROPOSAL
JANITORIAL SERVICE CONTRACT
SOUTH COUNTY REGION
RX100 64M80000013
SOLICITATION # TO6006**

Introduction

This Request For Proposal (RFP) provides detailed information and requirements to be followed in providing janitorial services as described below.

The buildings for which service will be provided and the square footage:

Calvin Rampton Building 4501 South 2700 West West Valley City, Utah	~367,017 square feet
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DWS South County 5735 South Redwood Road Taylorsville, Utah	~36,500 square feet
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Murray Highway Patrol Office 5681 South 320 West Murray, Utah	~18,860 square feet
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Murray Highway Patrol Training Office 5777 South 320 West Murray, Utah	~8,400 square feet
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Midvale DWS Building 7292 South State Midvale, Utah	~29,567 square feet
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**PART ONE
PROPOSAL REQUIREMENTS**

Proposal Instructions

Prior to providing a proposal, we highly suggest that you attend a pre-proposal meeting and walk through on Wednesday, Feb.8, 2005, at 9:00 a.m.. Please meet in the lobby of the Calvin Rampton Building, located at 4501 South 2700 West, West Valley City, Utah.

1. Due Dates and Times

Proposals will be accepted until **Wednesday, Feb 15, 2005 - 5:00 PM**. **Late proposals will not be accepted. Faxed proposals will not be accepted. You will need to park on the west side of the State Office Building and enter the building on the south side. You will need to bring picture identification. If you mail in your proposal, please allow additional days for it to be delivered.**

2. Proposal Submittals

Five copies of the Proposal must be delivered in a sealed enveloped clearly marked with the proposal number, date, and time, to:
State of Utah

Division of Purchasing
Room 3150 State Office Building,
Salt Lake City, Utah 84114

3. For consideration, the following deliverables must be part of the Proposal package:
 - Bid Proposal Summary/Cover Sheet (completed)
 - Insurance Certificate
 - Letter from your bonding company stating that your company will have the ability to supply a Performance Bond in the amount of 100% of the first yearly amount.
 - Janitorial Plan
 - Specifications for both day work only and other specifications for night work only
 - Activity/Task Schedule – Yours not the sample copy
 - Employee Screening and Hiring Process
 - Quality Program
 - Key Personnel, including Building Supervisor’s resume and Supervisor Information Form
 - Equipment
 - Safety and Security
 - Performance Log – Yours not the sample copy
 - Cleaning products summary
 - Proposed minimum daily man-hours – both for day and for night
 - References
 - Cost Proposal – Our sheet – one for each daytime work and another for nighttime work
 - Cost Breakdown

Bonds and Insurance Requirements

1. Provide with your Proposal, a copy of your certificate of insurance. The awarded contractor agrees to add THE STATE OF UTAH as an additional insured under these policies. The following are the minimum liability limits:

General Liability	\$1,000,000	Workers Compensation	\$100,000
Occurrence Liability	\$1,000,000		
Personal Injury	\$1,000,000		

2. A letter from your bonding company confirming that your company will be able to supply a Performance Bond at 100% of the current contract year amount. This will need to be renewed yearly.

Janitorial Plan

Contractors will be required to develop and submit a janitorial plan to clean this building. Include in the plan, specifications, resume of Site Superintendent, and quality self-inspection plan.

Contractor will propose a Janitorial Plan that will need to include:

A. Specifications

General Information for developing the specification is:

1. Schedules or calendars of all periodic and other cleaning work such as Daily, Weekly, Monthly, etc.
2. This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall become the baseline of performance for this building. Tasks will be defined to allow more efficient Contractor self-inspection, as well as, Division inspection of task performance. The Contractor shall provide a detailed schedule of the task or area to be serviced on a given date. Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be made in writing. It is understood that this proposed specification in no way limits performance tasks for which Contractor will be evaluated.
3. Special Work Requirement:
The Contractor will coordinate with the Division's representative so as to perform all work under this contract without disrupting any special function scheduled in offices or committee rooms.
4. Specific Stipulations, the following areas must be cleaned under DFCM supervision.

ALL LOCKED VAULTS
Mechanical and Equipment Areas
Designated Supply and Storage Rooms
Telephone Equipment Rooms

5. Special Instructions

Hourly Set-up of Facility

The Contractor shall provide sufficient workmen and **Supervisor(s)**, on a five (5) day week basis, Monday through Friday, to adequately perform the work. The following buildings will be cleaned at night; DWS South County, Highway Patrol Office and Training Office and the Midvale DWS building. The Calvin Rampton Building will be cleaned in the day. You will need to supply a four hour day porter for the Highway Patrol offices, DWS South County and an eight hour day porter at DWS Midvale. Authorized state holidays shall be excluded. Contractor may expect weekend work and will be expected to set a schedule with the DFCM Facility Coordinator. The Contractor shall provide time cards to verify hours worked. CONTRACTOR SHALL PROVIDE A WORKING TIME CLOCK FOR THE PURPOSE OF RECORDING AND VERIFYING HOURS WORKED. **All original time cards and sign-in sheets shall be submitted to Division by Contractor with payment invoices.** Each individual employee will need to personally sign the timecards or timesheets stating that these are correct. The minimum hourly rate for this contract shall be in accordance with the Federal Minimum Wage Regulations.

Tenant requests shall be made through the Division representative, except for minor cleaning requests which may be made directly to the workman using a communication system jointly agreed upon by the Division and the Contractor.

A current business license will be required prior to award of contract.

B. Employee Screening and Hiring Process

- 1) It is expected that your company screens all persons prior to hiring, to ensure quality employees are hired, and that your company is in compliance with all Federal, State and local hiring and wage regulations and requirements.
- 2) The Division shall require that all work persons receive security clearance. It will be the responsibility of the Contractor to provide employees who will pass such a security clearance. The following are the steps which the Contractor will need to take to supply these security clearances:
 - a) Must be 18 years or older.
 - b) They must be able to pass a clearance through the Social Security Administration.
 - Call 1-800-772-6270. You will need to supply them with the individual name; social security number and date of birth
 - They will let you know if this individual has a valid social security card. If they do not, you will need to have the employee go to the Social Security Administration Office to straighten it out.
 - c) You will need to contact the Immigration Naturalization Service (INS) to verify that they are eligible to work in the United States and can supply you with a green card. This also can be verified to you through an I-9 form.
 - d) Last, but not least, you will need to go through Public Safety for a criminal background check.

When the above items are complete, you will then have the security approval to work in DFCM managed buildings.

C. Quality Program

1. Please define the program you would use to ensure that cleaning needs for this building will be met. How will DFCM know cleaning is being provided?
2. Define the training process currently used which ensures that your customers receive highly qualified and responsible contractor employees, i.e. certifications.
3. Discuss training that leads to improved cooperation between the tenant, DFCM and Contractor.

D. Personnel

1. Provide a list of key personnel and support documentation such as a resume, for **each** individual being proposed. DFCM will not accept substitutions of proposed personnel once contract is awarded without the prior written approval of the DFCM Facility Coordinator. Contractor will be responsible for having background checks, social security cards checked and I-9 forms verified. These forms will need to be turned into DFCM prior to any individual working in the building.
2. Each of your employees shall be uniformed in a common uniform representing and identifying the Contractor. Employees and supervisors shall at all times wear this identifying uniform on the premises.

3. There will be **no visitors (friends, children, etc.)** of employees allowed on the premises during working hours.

E. Equipment

1. The Contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The Contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards.
2. The Contractor shall be responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use said equipment.
3. All high grade equipment used shall be supplied by the Contractor. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used. Walk behind floor scrubbers are to be used on the stone floors. Contractor will provide carpet extractor on-site for daily use for spotting and carpet cleaning.
4. Equipment shall be kept in good repair. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e: defective or missing bumper cords, housing covers, etc.
5. The Contractor's supervisor will carry a Contractor provided pager while on duty and should they need to be reached for emergencies, Contractor will be available for emergency call-outs by providing DFCM Facility Coordinator on-call telephone numbers of the Site Supervisor and on-call employee.

F. Safety and Security

1. Each employee is responsible for their keys and access card and shall not share or pass to other employees. The contractor shall return each card and set of keys as employees are terminated or monthly fees shall be held until such time as keys and cards are returned.
2. The Contractor shall make every effort to protect and keep safe anyone in the facility while janitorial services are being performed.
3. The Contractor shall provide and use safety barriers, signs, etc., when doing floor or overhead work to properly block off unsafe areas and warn and protect from hazard, all passersby.
4. The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 CFR 1910.1030 Bloodborne Pathogens Standard.
5. If building keys are issued to the Contractor, it will be his responsibility for replacements, for broken, and for lost or stolen keys. Cost to rekey building(s), including new biting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property which is stolen during the time period it takes to rekey the building(s).

G. Supplies

1. All chemicals used will be properly labeled by the Contractor. This list of all chemicals to be used shall be submitted in writing for approval by the Division's Facility Coordinator at least fifteen (15) days before beginning the work. All chemicals used must have Materials Safety Data Sheets (MSDS) attached. **These sheets are to be in a log in each area where chemicals are stored.**
2. All chemicals will be OSHA approved and water based.
3. All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, shall be supplied by the Division and installed by the Contractor.
4. Contractor will supply and install all trash can liners.
5. The Contractor shall maintain an accurate perpetual inventory of all materials turned over to him/her and shall keep records of the rate of usage of these supplies.
6. Cleaning products summary. A summary or procedure for carpet care, products; cleaning process used for marble/stone floors; woodwork, etc.; upholstery cleaning method to be used, products that contractor will use as strippers and waxes; **will be required with the proposal.**

H. References

You must furnish a list of ten (10) references, with phone numbers, **fax numbers**, and a contact person for each reference. Of the ten, we will pick the five highest scores to use for the past performance. Please have the name of a contact person, their phone and fax numbers.

Contractor's Employees Conduct

Certain conduct cannot be tolerated on the premises. The Contractor shall enforce these conduct requirements strictly such as, but not limited to:

- A. Theft, abuse or misuse of supplies or equipment at any location in the facility;
- B. Verbal or physical abuse of any person, either employee, visitor or otherwise;
- C. Use of, or displaying the effect of, alcohol or drugs during work hours;
- D. Failure to follow specific security instructions;
- E. Deliberate or habitual failure to follow safety instructions;
- F. All "*No Smoking*" ordinances, rules and policies shall be strictly observed in the facility and included as a part of this janitorial contract.
- G. No personal use of phones or office equipment.
- H. All employees are to wear standard uniform at all times that identify the janitorial company.

**PART TWO
COST PROPOSAL**

Cost Proposal Submittal

The Cost Proposal must be delivered with the RFP. A complete cost breakdown must accompany the cost proposal. This breakdown will include employees, taxes, equipment, supplies, overhead, etc.

Extra

Any extra services will be at the request of the Facilities Coordinator and at the cost established by this contract.

XXX

PART THREE EVALUATION CRITERIA

Evaluation

All contractors will be evaluated in accordance with the following:

Cost	40%
Interview	10%
Janitorial Plan	25%
Past Performance	25%

The 5 year budget for this building is \$528,475.00. This amount will be used as the weight for the new contract amounts.

Interviews

An interview will be scheduled for the Company Representative. This interview will allow the Company Representative to present the intent and clarification of the proposed Janitorial Plan and Quality Program. An organization chart showing the roles and responsibilities of all pertinent decision-makers is also required as a part of the presentation. The ability of the Company Representative to convince the evaluation committee that the Contractor's team can deliver a clean building is of prime importance. The Company Representative will also be given 15 minutes to evaluate an area and explain to the committee the condition of the area along with what they would do if they were cleaning the area.

XXX

Cost Proposal Price Sheet

Contract Name/Company
Address and Phone

Calvin Rampton Building

Submitted By: _____

DWS South County

Murray Highway Patrol Office

Murray Highway Patrol Training Office

Midvale DWS Building

1. CONTRACT

Cost for janitorial service in adherence to all contract documents and work schedules shall be:

Calvin Rampton Building

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total cost for 5 years \$ _____

DWS South County

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total cost for 5 years \$ _____

Murray Highway Patrol Office

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total cost for 5 years \$ _____

Murray Highway Patrol Training Office

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total cost for 5 years \$ _____

Midvale DWS Building

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total cost for 5 years \$ _____

Payments shall be made in monthly installments. **Contractor's billing shall be submitted to the Contracts Coordinator following each periods completed work, along with the timesheets for that period. Each individual timecard/timesheet will need to be signed by that employee stating that the time is accurate.**

A complete breakdown of all costs for labor (by classification, hourly wage), equipment, overhead, profit, other, etc. for each year IS REQUIRED with this proposal.

2. CONTRACT LABOR

For extra work, unscheduled emergency or additional services not included in the above quoted price, the rate per hour (including all loaded payroll costs) and markup will be as follows:

Building Supervisor	\$_____	Lead Person	\$_____
Porter or Matron	\$_____	Janitor	\$_____
Floor Person	\$_____	Utility	\$_____
Other	\$_____	Other	\$_____

SUPERVISOR INFORMATION FORM

These people could be contacted and the information will become part of the site supervisor interview.

Supervisor Information

List the following information on the supervisor proposed for the contract:

Name: _____
Company: _____ Telephone: _____ Fax: _____
Address: _____ City: _____ Zipcode: _____
Email Address: _____
Number of years as supervisor of janitorial services: _____
Number of janitorial contracts supervised: _____
List of previous facilities supervisor has supervised:

Facility: _____
Contact: _____
Tel: _____ Fax: _____
Facility Area (acres): _____
of workers on contract: _____
of man-hours/week: _____

Facility: _____
Contact: _____
Tel: _____ Fax: _____
Facility Area (acres): _____
of workers on contract: _____
of man-hours/week: _____

Facility: _____
Contact: _____
Tel: _____ Fax: _____
Facility Area (acres): _____
of workers on contract: _____
of man-hours/week: _____

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of workers on contract: _____
of man-hours/week: _____

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Contact: _____
Tel: _____ Fax: _____
Facility Area (acres): _____
of workers on contract: _____
of man-hours/week: _____

Facility: _____
Contact: _____
Tel: _____ Fax: _____
Facility Area (acres): _____
of workers on contract: _____
of man-hours/week: _____

(Attach additional sheets as required)

JANITORIAL REFERENCES

Janitorial References

Please provide a list of (10) ten of your past/current clients. Each list will be kept in strict confidence (only your prospective client and the evaluation team will have access to this list). It is also helpful that you notify these clients and inform them of our efforts. These references will need to be from like buildings, such as office buildings, banks, etc.

Name: _____ Firm: _____

Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____

Address: _____

Telephone: _____ Fax: _____

Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____

Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____

Address: _____

Telephone: _____ Fax: _____

Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____

Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____

Address: _____

Telephone: _____ Fax: _____

Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____

Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____

Address: _____

Telephone: _____ Fax: _____

Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____

Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____

Address: _____

Telephone: _____ Fax: _____

Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____

Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____

Address: _____

Telephone: _____ Fax: _____

Facility size (sq. ft.): _____ Cost per month: _____

(Attach additional sheets as required.)

SAMPLE PERFORMANCE LOG

Building Designation: _____

Area: _____

Date: _____

Supervisor: _____

	ACTIVITY	DAYS/SHIFT	RATING (1-10)
1	Empty all waste baskets, replace liners, place all trash in compactor	M Tu W Th F 2	8
2	Dust tops of desks, tables, file cabinets, etc.	M Tu W Th F 2	8
3	Vacuum major traffic aisles	M Tu W Th F 2	10
4		M Tu W Th F 2	
5		M Tu W Th F 2	
6		M Tu W Th F 2	
7		M Tu W Th F 2	
8		M Tu W Th F 2	
9	Vacuum vents and grills in ceilings, walls, and doors.	Monthly 1	
10	Dust window sills and ledges. Clean mini-blinds.	Weekly (Sat/Sun)	
11	Shampoo all carpet.	Semi-Annual (Sat/Sun)	
	ACTION ITEMS IDENTIFIED	DATE	BY
	Order plastic liners	9/21/98	contractor
	Review dusting schedule with AA@-Team	9/21/98	contractor

SAMPLE ACTIVITY SCHEDULE

Building Designation: _____

Area: _____

Date: _____

Supervisor: _____

	ACTIVITY	DAYS/SHIFT
1	Empty all waste baskets, replace liners, place all trash in compactor	M Tu W Th F 2
2	Dust tops of desks, tables, file cabinets, etc.	M Tu W Th F 2
3	Vacuum major traffic aisles	M Tu W Th F 2
4		M Tu W Th F 2
5		M Tu W Th F 2
6		M Tu W Th F 2
7		M Tu W Th F 2
8		M Tu W Th F 2
9	Vacuum vents and grills in ceilings, walls, and doors	Monthly 1
10	Dust window sills and ledges. Clean mini-blinds.	Weekly (Sat/Sun)
11	Shampoo all carpet.	Qtr (Sat/Sun)

BID PROPOSAL SUMMARY/COVER SHEET

The following documents are included in the bid proposal:

Specifications	_____
Janitorial References (Past or Current Client List)	_____
Completed Supervisor Information Form:	_____
Cost Summary Sheet	_____
Complete Cost Breakdown	_____
Manhours	_____
Activity/Task Schedule	_____
Completed Equipment List	_____
Performance Log Form	_____
Copy of State Workmen's Compensation Certificate	_____
Copy of Insurance Certificate	_____
Letter from Bonding Company	_____

_____ Signature	_____ Date
--------------------	---------------

_____ Type or print name/title

_____ Name of Company as licensed	_____ Date
--------------------------------------	---------------

2006		February			2006	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Out to bid	2	3	4
5	6	7	8 Walk Through 9:00 a.m. at UDOT	9	10	11
12	13	14	15 Contract due back to Purchasing 5:00 p.m.	16	17	18
19	20	21	22 Schedule interviews	23 References Faxed Out	24	25
26	27	28 Interviews start				

2006		March				2006	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1 Interviews	2	3 References Due Back	4	
5	6	7	8	9	10	11	
12	13	14	15	16 Contract awarded	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

2006		April				2006	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	
2	3	4	5	6	7	8	
9	10 Background Checks & Performance bond due	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

2006		May				2006	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1 Contract starts	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15 .	16	17	18	19	20	
21	21	22	23	24 .	25	26	
27	28	29	30	31			



State of Utah

Division of Facilities Construction and Management
4130 State Office Building Salt Lake City, Utah 84114-1002
Phone: 801-538-3263 Fax: 801-538-3378

MEMORANDUM

To: Janitorial Vendors
From: DFCM
Date: February 2, 2006
Subject: Frequent Asked Questions

I hope that the following explanations will help you in doing your RFP (Request for Proposal):

1. Present contracts are as follows:

Calvin Rampton Building	\$730,000.00
DWS South County	\$143,920.00
Murray Highway Patrol Office	\$51,500.00
Murray Highway Patrol Training Office	\$27,500.00
Midvale DWS Building	\$115,800.00
2. References
 - You will need to send in a list of references (ten) for this RFP. You will need to contact these references and let them know that they will need to fax back these Contractor Past Performance sheets as quickly as possible. It is your responsibility to make sure we receive these back. They will be faxed out on February. 23, 2006 and we will need them back by Friday, March 3, 2006.
 - Be sure you have (in legible print or type) a correct phone number and **FAX NUMBER**
3. Since this contract will exceed \$100,000 over the course of five years, it will be necessary to obtain a **performance bond in the amount of 100% of the first year contract amount**. This performance bond will need to be renewed annually or the contract will be cancelled for cause. There is no exception and the company who is awarded this contract will be required to submit a letter from a bonding company stating that your janitorial company **will be able to obtain a performance bond**.
4. Dates on calendar for interviews and award of contract are estimated and as close as we can come up with at this time. If addendums go out for this RFP it could change all dates. Otherwise we plan on having the interviews on Tuesday and Wednesday. February 28, and March 1, 2006. The interview will be for the **SITE SUPERVISOR**. A representative (owner, manager, etc.) of the company can also be present but most questions will be asked of the supervisor. You will need to have someone available who can speak and understand English on the premises during working hours.
5. Complete Cost Breakdown: This is exactly what it says. You will need to cover cost for labor, equipment, supplies, overhead, profit, other, etc. Be sure that you break it down for both daytime janitorial work and nighttime janitorial work. (Two separate sheets)

PROPOSAL PACKAGE

For consideration, the following deliverables must be part of the Proposal package and **must be labeled in the following order:**

RFP Proposal Summary/Cover Sheet (completed)

1. Insurance Certificates
2. Letter from a Bonding Company stating that your company has the ability to provide a Performance Bond and that it will be in place prior to your company cleaning this building. Contract will start in August.
3. References – at least ten references from buildings of same size or larger and from same type of buildings. (Offices, banks, schools)
4. Five Year Plan: Please use the attached forms only as an example (such as Activity/Task Schedule form). DFCM expects you to use your own forms to show us how you help your employees to see their specific tasks and to keep track of their performance. The following items are part of your five year plan and must be listed in the following order:
 - Specifications – Listed by area
 - Entry ways (all entry ways)
 - Restrooms
 - Offices
 - Elevators
 - Inside Windows
 - Etc.
 - Activity/Task Schedule (an example of what you use)
 - Employee Screening and Hiring Process
 - Quality Program
 - Building Supervisor's resume including Supervisor Information Form
 - Performance Log (this is also an example of what you use)
 - Cleaning products summary
 - Proposed minimum daily man-hours
5. Cost Proposal
 - Cost Proposal Price Sheet
 - Complete Cost Breakdown – to include salaries, taxes, insurance, supplies, equipment, etc.

Please rate the contractor with the following:

- 1= Poor, fails to meet perceived needs
- 2= Below Average, partially unresponsive
- 3= Average
- 4= Above Average, exceeds minimum in some areas
- 5= Excellent, has potential to produce high quality service

CONTRACTOR PAST PERFORMANCE		
No.	Criteria	Weight
1	Contractor's average response time to emergency work	
2	Average response time for corrections of work	
3	Removal of garbage and debris	
4	Cleaning and restocking rest rooms	
5	Dusting and polishing	
6	Floor care: VCT, Ceramic Tile, Concrete Hardwood Floors, Etc.	
7	Kitchens and serving areas	
8	Main entrances and hall ways	
9	Ceilings (including air conditioning grilles and registers)	
10	Windows and glass	
11	Availability condition and maintenance of equipment	
12	Spot cleaning of carpets	
13	Compliance with laws regulating the labeling, storage, use and disposal of chemicals and Handling/Storing of supplies	
14	Attention to detail	
15	Janitorial employees level of honesty	
16	Use of good safety practices (signs, etc.)	
17	Contractor's level of honesty	
18	Overall performance	
19	Overall customer satisfaction	
20	Comfort level using this contractor again based solely on performance	
	TOTAL (100 possible)	